

# GREEN KAMINER MIN & ROCKMORE LLP

**Manhattan**

420 Lexington Ave., Ste 2821  
New York, New York 10170  
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**Long Island**

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Garden City, New York 11530  
T. 516.858.2115

August 9, 2024

Othmane Mahjoubi  
othmanemahjoubi@gmail.com

Re: HAGUE/Child Abduction

Dear Mr. Mahjoubi:

This Agreement is for Legal Services by and between Green Kaminer Min & Rockmore LLP (the "Law Firm"), 420 Lexington Avenue Suite 2821, New York, NY 10170, and Mr. Othmane Mahjoubi (the "Client").

This agreement confirms that you have retained this Law Firm as your attorneys in connection with your child abduction issues pursuant to the Convention on the Civil Aspects of International Child Abduction ("Hague Convention") in the United States Federal Courts or for any other legal consulting work. This letter and retainer agreement and all of the provisions herein apply solely to your child abduction issues in Oregon Federal Court and any other issues which may arise concerning these issues. It is further understood that this agreement does not apply to any appeals or post-judgment actions, proceedings, or applications and that, if such engagement were to be accepted by the Law Firm in the future, the Law Firm's representation would have to be evidenced by execution of another and separate Retainer Agreement. However, this retainer agreement in no way obligates the Law Firm to accept any such engagement in the future.

You hereby authorize us to take any steps, which are deemed necessary or appropriate to protect your interests in this matter. Whenever practicable, we shall discuss all strategy, solicit your views and consult with you on steps we propose to take, except as to actions which we believe are necessary by reason of professional obligations or law.

You hereby understand that you are retaining our Law Firm, an organization consisting of attorneys, paralegals, law clerks, and support staff, all of whom function as an integrated team for the purpose of providing the most effective legal representation.

In order for us to begin our representation, you have agreed to pay us, and we have agreed to accept, a retainer payment of Twenty Thousand (\$20,000.00) Dollars. This retainer payment does not necessarily represent the amount of the overall fee, which you may incur by virtue of our services. The amount of our eventual fee will be based upon our regular schedule of established hourly time charges, along with any out-of-pocket disbursements (such as court costs, messenger services, transcripts of proceedings, long distance telephone calls, telefaxes, process service fees, mileage, deposition and court transcripts, and excess postage), which are incurred in your behalf.

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The hourly rates billed for the firm's attorneys are as follows:

Schedule of Hourly Rates

Richard Min	\$600 (from \$725)
Nancy M. Green	\$525 (from \$575)
Michael Banuchis	\$525 (from \$575)
Maggie Kaminer	\$450 (from \$500)
Allison L. Rockmore	\$450 (from \$500)
Ilysa M. Magnus	\$450 (from \$500)
Gigi Varghese	\$400 (from \$450)
Samantha Jacobson	\$375 (from \$425)
Associate/of Counsel	\$250-\$350 (from \$300-\$400)
Paralegal	\$100-\$225 (from \$150-275)

It is further understood that the retainer fee does not include any services rendered in Appellate Courts or any actions or proceedings other than the action or actions for which this office has been retained, as set forth above.

Hours expended on your matter, will be charged against the retainer fee and the Client agrees to maintain a minimum retainer balance of Ten Thousand (\$10,000) Dollars during the period of the Law Firm's legal representation of Client.

We shall keep you informed of the status of your case and agree to explain the laws pertinent to your situation, the available course of action, and the attendant risks. We shall notify you promptly of any developments in your case, including court appearances, and will be available for meetings and telephone conversations with you at mutually convenient times. We do insist that appointments be made for personal visits to our offices.

We acknowledge an obligation to provide you with copies of correspondence and legal documents relating to your case and will keep you apprised of its status.

Independently of this fee arrangement, you will be responsible to reimburse our office for special, out-of-pocket disbursements incurred on your behalf, such as court fees, photostats, appellate printing, long distance telephone, subpoena fees, examination before trial disbursements, required overtime stenographer charges, travel, witness fees, and the like.

You will independently make arrangements to pay for any special professional services required in your matter, such as appraisers, psychologists, private detectives, actuaries or other experts retained by us for you. No such services will be contracted for by us for you without your express consent.

If you terminate our services, prior to substantial completion by us of your matter, and the time expended by this Firm and disbursements incurred in your matter do not exceed your payments to this Firm, we will retain from such retainer, payment for the time expended and the charges for any unpaid disbursements. The balance of the retainer paid will be refunded to you. As you have been advised, by accepting your matter, we are precluded from representing any other person whose interest may conflict with yours.

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If at any point during this action you decide to discontinue your action, you understand that if you subsequently decide to renew your application, we have the options of either requiring that you enter into a new retainer agreement or that you pay, to this office, a new retainer for any future services.

You and the Firm agree that neither of us will make any settlement without the consent of the other.

We will render bills to you at least bimonthly. The Firm reserves the right to charge interest at the rate of 9% per annum on unpaid balances of your bills that are more than sixty days old. Whether this charge is imposed will remain solely in our discretion. If you have any questions or any complaints about any of our bills, please let us know. Make your comments in writing on a copy of our bill and send the copy to us. We will then talk about your questions or comments. If we do not receive any written comments from you within twenty (20) days of your receipt of our bill, we will assume that the bill is acceptable to you and that you are satisfied with our charges.

In the event that application is made for attorneys' fees in this matter, any fees actually received from the other party, or on the other party's behalf, will reduce your obligation hereunder; however, any such application or attempt to seek fees from the other party will not reduce your obligation under this agreement to be fully and completely responsible for all the fees, costs and disbursements incurred. In the event we receive reimbursement through the Court or otherwise from the other party, or on the other party's behalf, of an amount in excess of your obligation to us, we will return to you such excess.

It is specifically acknowledged by you that the Firm has made any representations to you, express or implied, concerning the outcome of the litigation presently pending or hereafter to be commenced between you and the other party. You further acknowledge that this Firm has not guaranteed and cannot guarantee the success of any action taken by the firm on your behalf during such litigation with respect to any matter therein and/or a trial.

Please indicate your agreement and understanding of the foregoing by executing the enclosed copy of this letter and returning the same to the undersigned.

Very truly yours,

Green Kaminer Min & Rockmore LLP

By: /s/Richard Min  
Richard Min, Esq.

Consented and Agreed:




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Othmane Mahjoubi

Dated: